

BellSouth Telecommunications, Inc.
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Nashville, TN 37201-3300

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REC'D TN
REGULATORY AUTH.

Guy M. Hicks
General Counsel

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April 26, 2001

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OFFICE OF THE
EXECUTIVE SECRETARY

VIA HAND DELIVERY

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: Approval of the Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. and Phone Link, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.
Docket No. ~~00-00498~~

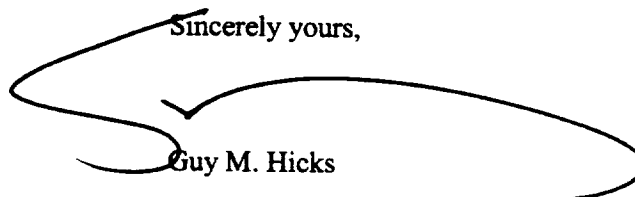
01-00387

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Phone Link, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Resale Agreement. The Amendment relates to the release of Subscriber Listing Information.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Amy Allgeier, Phone Link, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. and Phone Link, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~00-00498~~ 01-00387

**PETITION FOR APPROVAL OF AMENDMENT TO
THE RESALE AGREEMENT NEGOTIATED BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND PHONE LINK, INC. PURSUANT TO THE
TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Phone Link, Inc. ("Phone Link") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Resale Agreement dated March 14, 2000 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Phone Link and BellSouth state the following:

1. Phone Link and BellSouth have successfully negotiated an agreement providing for the resale of BellSouth's telecommunications services to Phone Link. The Resale Agreement was approved by the Tennessee Regulatory Authority ("TRA") on August 15, 2000.

2. The parties have recently negotiated an amendment to the Resale Agreement which relates to the release of Subscriber Listing information. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Phone Link and BellSouth are submitting their Amendment to the TRA for its consideration and approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between Phone Link and BellSouth within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Phone Link and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Phone Link and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 27th day of April, 2001.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

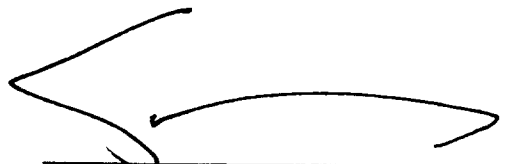
By: 

Guy M. Hicks
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300
615/214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 21 day of Sept., 2001:

Ms. Amy Allgeier
Phone Link, Inc.
230 Yager Avenue, Suite 3
LaGrange, KY 40031



Guy M. Hicks

This amendment is intended to be inserted into the interconnection agreement in the section concerning directory listings.

Release of Subscriber Listing information to Independent Publishers

Notwithstanding any provision(s) to the contrary, Phonelink, Inc. agrees to provide to BellSouth, and BellSouth agrees to accept, Phonelink, Inc.'s Subscriber Listing Information (SLI) relating to Phonelink's customers in the geographic area(s) covered by this Interconnection Agreement. Phonelink, Inc. authorizes BellSouth to release all such Phonelink, Inc. SLI provided to BellSouth by Phonelink, Inc. to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such Phonelink, Inc. SLI shall be intermingled with BellSouth's own customer listings and the listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariffs.

No compensation shall be paid to Phonelink, Inc. for BellSouth's receipt of Phonelink, Inc. SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Phonelink, Inc. SLI, or costs on an ongoing basis to administer the release of Phonelink, Inc.'s SLI, Phonelink, Inc. shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. BellSouth shall not be liable for the content or accuracy of any SLI provided by Phonelink, Inc. under this Agreement. Phonelink, Inc. shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Phonelink, Inc. listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to Phonelink, Inc. any complaints received by BellSouth relating to the accuracy or quality of Phonelink, Inc. listings. The Parties shall negotiate the date for the initial release of Phonelink, Inc. listings and subsequent updates. The Phonelink, Inc. listings and subsequent updates will be released consistent with BellSouth's required system changes and/or scheduling requirements.


Signature of Authorized Representative

Pamela Halcanh
Typed or Printed Name

Director
Title

ACCEPTED


BellSouth Telecommunications, Inc.